

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,
a Delaware corporation; and
QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

V.

ARM HOLDINGS PLC., f/k/a ARM LTD.,
a U.K. corporation,

Defendant.

C.A. No. 24-490 (MN)

REDACTED PUBLIC VERSION

**PLAINTIFFS' OPENING BRIEF IN SUPPORT OF THEIR
MOTION FOR PARTIAL SUMMARY JUDGMENT**

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I. PRELIMINARY STATEMENT

Arm has, for the last several years, pursued multiple strategies intended to disrupt Qualcomm’s business and impede its ability to compete, including, but not limited to, by: pursuing a meritless litigation in which Arm sought to disrupt innovation of, and ensure destruction of, cutting-edge, high-performance CPUs developed by Qualcomm engineers; interfering with Qualcomm’s customer relationships through various means, including by sending a meritless letter threatening to terminate Qualcomm’s Architecture License Agreement (“ALA”) and leaking that letter to the press; improperly withholding technology used to design and innovate Qualcomm’s products, to which Qualcomm was entitled under its ALA; and failing to provide contractually compliant licensing offers for CPUs, to which Qualcomm was entitled under its Technology License Agreement (“TLA”). Arm’s actions gave rise to Qualcomm’s claims in this case, including claims for breach of the ALA, breach of the TLA, and various tort claims.

It is clear at this point that certain of these claims—and Arm’s defenses—present no genuine dispute of material fact and should be resolved in Qualcomm’s favor. *First*, Arm attempts to defend against multiple of Qualcomm’s claims on various grounds raised in its prior litigation (the “Arm Action”), including that Qualcomm’s custom CPUs were not licensed. This Court has squarely rejected that and related arguments and has entered a final judgment in Qualcomm’s favor, so those arguments are precluded. *Second*, there is no genuine dispute that Arm breached Qualcomm’s TLA, which requires [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Evidence

establishes that Arm [REDACTED]

[REDACTED]

[REDACTED]. *Finally*, Arm’s unclean hands defense is improper as a matter of law because, among other things, the conduct Arm alleges forms the basis of the defense does not relate to any transaction at issue in this case, nor was Arm prejudiced by it.

II. NATURE AND STAGE OF THE PROCEEDINGS

Qualcomm asserts claims against Arm for breach of the ALA, breach of the TLA, breach of the implied covenant of good faith and fair dealing inherent in both of those contracts, violation of the California Unfair Competition Law, intentional interference with prospective economic advantage, and negligent interference with prospective economic advantage. Arm denies liability. Discovery closed, though disputes remain pending before the Special Master whom the Court appointed. D.I. 336. A five-day jury trial is set to begin on March 9, 2026. D.I. 44.

III. SUMMARY OF ARGUMENT

1. Summary judgment should be granted in Qualcomm’s favor on Arm’s defenses to Qualcomm’s claim for breach of the ALA based on arguments that Qualcomm (a) used unlicensed Nuvia technology from the Nuvia acquisition and (b) induced Nuvia to breach the Nuvia ALA. The Court entered final judgment in *Arm Ltd. v. Qualcomm Inc. et al.* in favor of Qualcomm on these issues. Arm is collaterally estopped from relitigating those issues here.

2. Summary judgment should be granted in Qualcomm’s favor on its claim that Arm breached [REDACTED] of the TLA. [REDACTED]

[REDACTED]. There is no genuine dispute of material fact that Arm [REDACTED]

Each failure is an independent breach of [REDACTED].

3. Summary judgment should be granted in Qualcomm’s favor on its claim that Arm breached [REDACTED] of the TLA, which [REDACTED]

[REDACTED]. There is no genuine dispute of material fact that Arm’s [REDACTED] for [REDACTED]

4. Summary judgment should be granted in Qualcomm’s favor on Arm’s unclean hands defense. Arm relies on conduct not tied to this case and has not shown prejudice.

IV. STATEMENT OF FACTS

Arm has developed and licenses an instruction-set architecture—instructions that allow hardware to interface with Arm-compliant software. Ex. 46 ¶¶ 1, 11, 15-16.¹ Arm has historically offered two types of licenses for access to its architecture: ALAs and TLAs. An ALA grants the licensee the right to commercialize products with a custom CPU designed by the licensee. *Id.* ¶¶ 17-18. A TLA, by contrast, grants a license to use Arm-designed CPUs or other Arm-designed IP in a System-on-a-Chip. *Id.* ¶ 17. Qualcomm has both an ALA and a TLA. Ex. 1; Ex. 2. Qualcomm has been an Arm licensee since [REDACTED] (Ex. 2) and the parties enjoyed a mutually beneficial relationship for years. Qualcomm is one of Arm’s largest customers, making up 10% of Arm’s revenue. Ex. 3 at 29; Ex. 4 at 28.

In August 2022, Arm sued Qualcomm and Nuvia, a startup Qualcomm acquired in 2021.

¹ Docket entries from *Arm Ltd. v. Qualcomm Inc. et al.*, No. 22-1146-MN (D. Del) cited as “Arm Action, D.I. [x].”

Ex. 46 ¶¶ 27-30; Plaintiffs’ Statement of Undisputed Material Facts (“SUMF”) ¶ 1. Arm alleged Qualcomm had to destroy all products incorporating technology started at Nuvia. *Id.* ¶¶ 62-64, 68, Prayer for Relief. Also in the fall of 2022, Arm began withholding technology Qualcomm licensed under the ALA, which is used to verify its custom CPUs (“Verification Technology”). Ex. 5 (Weidmann) at 207:11-211:7; Ex. 6 (Trivedi) at 31:6-33:14, 111:2-6, 113:2-11; Ex. 1 at § 5; SUMF ¶ 6. Arm claims it was entitled to withhold Verification Technology because Qualcomm would use it with Qualcomm’s allegedly “unlicensed” “Nuvia-based” custom CPUs. D.I. 234 at 39. Qualcomm notified Arm in November and December 2022 that failing to deliver this Verification Technology [REDACTED], but Arm continued to withhold it. Ex. 7; SUMF ¶ 7.

On December 20, 2024, the Delaware jury in the Arm Action found that Qualcomm’s custom CPUs were, in fact, licensed under the Qualcomm ALA. Ex. 41; SUMF ¶ 3. The next month—January 2025—Arm began delivering the Verification Technology it had withheld for the previous two and a half years. Ex. 8 (Agarwal) at 96:25-98:25; Ex. 5 (Weidmann) at 207:11-211:7; Ex. 9; SUMF ¶ 7. Arm sought to overturn this verdict and to prevail on its claim that Nuvia breached Nuvia’s ALA in post-trial briefing. The Court denied Arm’s motion for judgment as a matter of law or a new trial and granted Nuvia’s motion for judgment as a matter of law as to Arm’s claim that Nuvia breached the Nuvia ALA (Ex. 40), entering final judgment on September 30, 2025 (Ex. 45). SUMF ¶ 5.

Following the Nuvia acquisition, Arm engaged in a series of additional actions Qualcomm alleges were designed to impede Qualcomm’s business, including, but not limited to: sending Qualcomm customers letters about the Arm Action that Arm’s CEO concedes were “misleading” (*see, e.g.*, Ex. 10; Ex. 11 (Haas) at 16:11-18:13); sending Qualcomm a letter on October 22, 2024

threatening to terminate Qualcomm's ALA following the Arm Action trial (Ex. 12); and leaking that letter to Bloomberg News (Ex. 13; Ex. 14 at 21; Ex. 15 (Collins) at 81:4-16; Ex. 16 (Kranhold) at 87:16-22).

Arm also refused to fulfill its obligations under [REDACTED] of the Qualcomm TLA—[REDACTED]

[REDACTED]. That provision requires [REDACTED]

[REDACTED]. Ex. 2 at [REDACTED]; SUMF

¶ 12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 2 at

[REDACTED]; SUMF ¶ 12.³ Then, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 2 at [REDACTED]; SUMF ¶ 12. [REDACTED]

[REDACTED]

[REDACTED]

² [REDACTED]. Ex. 2; Ex. 1. [REDACTED]

[REDACTED] See D.I. 233 at 15 (Arm adopting same convention in motion to dismiss).

³ [REDACTED]

[REDACTED] Ex. 2 at [REDACTED].

[REDACTED]

[REDACTED]

Ex. 2 at [REDACTED]; SUMF ¶ 13.

Notwithstanding its obligations under [REDACTED]

[REDACTED]. As relevant to this motion in [REDACTED]

[REDACTED] Cortex-A720 (codenamed [REDACTED]”) and Cortex-A520 (codenamed [REDACTED]

[REDACTED] Ex. 17; Ex. 18 (Varma) at 127:11-128:1; *see also* Ex. 19 at -202; SUMF ¶ 15.

Qualcomm expressly confirmed with Arm that [REDACTED]

[REDACTED] See Ex. 19 at -199; SUMF ¶ 15. In [REDACTED]

[REDACTED] Cortex-M55 (codenamed [REDACTED]

[REDACTED] Ex. 20 at -462; Ex. 21 (Cochron)

at 118:5-119:12; SUMF ¶ 16.

Having not received an offer from Arm for any of the [REDACTED] cores by

[REDACTED], Qualcomm [REDACTED]

[REDACTED] Ex. 22; SUMF ¶ 17. On October 24, 2024, Arm provided an offer: [REDACTED]

[REDACTED] Ex. 23; Ex. 24; Ex. 25 at -055; Ex. 26 at ¶¶ 51-54, Fig. 7; SUMF ¶

18. The [REDACTED]

[REDACTED] Ex. 24; SUMF ¶ 19. Qualcomm did not accept the offer, determining that the increased fees and royalty rates Arm proposed made using the cores commercially unfeasible. *See*

generally Ex. 21 (Cochron) at 109:14-110:13, 134:9-135:11.

The record is clear that Arm failed to [REDACTED].
Arm did not [REDACTED]
[REDACTED] [REDACTED]. Ex. 27
(Youssef) at 64:9-22; Ex. 28 (Shivashankar) at 67:12-67:20, 85:20-86:6, 87:25-88:7; Ex. 29
(Bhatnagar) at 42:24-43:19 ([REDACTED]). Karthik Shivashankar and
Akshay Bhatnagar—the two Arm employees who [REDACTED]
[REDACTED]—were asked at deposition [REDACTED]
[REDACTED]. Ex. 28 (Shivashankar)
at 90:7-16; Ex. 29 (Bhatnagar) at 37:9-38:5. Arm’s Rule 30(b)(6) witnesses [REDACTED]
Ex. 27 (Youssef) at 64:9-22; Ex. 30 (Fonseca) at 23:18-24. Mr. Bhatnagar testified [REDACTED]
[REDACTED]
[REDACTED] Ex. 29 (Bhatnagar) at 37:18-38:5, 42:2-9.

Arm produced no documents showing that [REDACTED].
See Ex. 31. While Arm claims [REDACTED] is set forth in an Excel spreadsheet,
it refused to produce that spreadsheet, even in redacted form, on the basis that unidentified parts
of the spreadsheet are privileged and that certain information in the spreadsheet is the subject of a
pending motion for a protective order filed by [REDACTED]. *Id.*

Even without these documents, discovery established that, at a minimum, [REDACTED] **cannot**
be [REDACTED]. Arm produced [REDACTED]
[REDACTED]
[REDACTED]. Ex. 32 at Fig. 8; Ex. 33; SUMF ¶¶ 23-24. There may be others, as Arm is
still producing third-party agreements. Prior to the close of fact discovery, Arm produced only

third-party agreements in response to Qualcomm's document requests. *See* Ex. 34. After representing to Qualcomm and the Special Master that its production was complete (Ex. 35 at 60:16-22)—and well after the close of fact discovery—Arm identified at least [REDACTED] additional third parties with licenses to [REDACTED] and has produced [REDACTED] of those agreements as of this filing.⁴ Ex. 34.

Not surprisingly, given Arm's failure

None of the [REDACTED] royalty rates for

See Ex. 37 at -847; Ex. 24 ([REDACTED]); SUMF ¶ 21.

Arm contends it

Ex. 38 at 60-61; Ex. 28 (Shivashankar)

⁴ This late production of nearly [REDACTED] third parties' agreements as during fact discovery came only after Qualcomm identified potential other licensees from public information and raised the deficiency with Arm. Ex. 36. [REDACTED] of these late-identified agreements are among the [REDACTED] subject to currently pending motions for protective orders. Even for the third parties whose agreements have been produced in part, Arm has omitted annexes with pricing information and other relevant contract exhibits, which it refuses to produce absent an order. Ex. 34.

at 89:25-90:14, 97:12-98:11; SUMF ¶ 20. But the TLA is clear—

V. LEGAL STANDARD

Summary judgment is proper on any part of a claim or defense if “there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law,” when viewing the evidence “in the light most favorable to the non-moving party.” *Rivera v. Redfern*, 98 F.4th 419, 422 (3d Cir. 2024) (cleaned up); Fed. R. Civ. P. 56(a). The non-moving party’s reliance on “[b]are assertions” or “conclusory allegations” does not suffice to defeat summary judgment. *See, e.g., Jutrowski v. Twp. of Riverdale*, 904 F.3d 280, 288 (3d Cir. 2018).

VI. ARGUMENT

A. Arm Is Collaterally Estopped From Asserting Defenses Based On Issues Resolved In The Arm Action.

Qualcomm should be granted summary judgment on all of Arm’s defenses that rely on the premise that Arm’s wrongful conduct is excused because Qualcomm was seeking deliverables for allegedly unlicensed “Nuvia-based” designs or because of Qualcomm’s alleged inducement of Nuvia to breach the Nuvia ALA. The Arm Action has been resolved in Qualcomm’s favor. Because final judgment has been entered, Arm is collaterally estopped from relitigating it here.

Arm contends that “Arm has no obligation to provide, and Qualcomm has no right to seek, verification or support for unlicensed technology developed under the now-terminated Nuvia ALA.” D.I. 234 at 39. Arm also argues that it has “no obligations under the Qualcomm ALA” with respect to “the Phoenix core or other designs developed under the Nuvia ALA based on the technology delivered and licenses granted by Arm to Nuvia under the Nuvia ALA.” *Id.* at 39-40. Arm asserts an unclean hands defense on the grounds Qualcomm’s claims are barred based on Qualcomm “induc[ing] Nuvia to materially breach the Nuvia ALA by acquiring Nuvia without

Arm’s consent to the assignment of the Nuvia ALA.” *Id.* at 43. And Arm states that its verification obligations do not apply to “unlicensed technology,” (purportedly Nuvia technology developed “under the now-terminated Nuvia ALA”). *Id.*⁵

Collateral estoppel bars Arm’s defenses. “Collateral estoppel prohibits a party from relitigating a factual issue that was adjudicated previously.” *M.G. Bancorporation, Inc. v. Le Beau*, 737 A.2d 513, 520 (Del. 1999); Restatement (Second) of Judgments § 27 (1982).⁶ “Delaware law allows collateral estoppel to preclude litigation of an issue in a subsequent suit” when three requirements are met: (1) “the issue to be concluded must be the same as that involved in the prior action;” (2) “the issue must have been actually raised and fully litigated in the prior action;” and (3) “the issue must have been necessary to the outcome of a valid prior judgment.” *Neoplan USA Corp. v. Taylor*, 604 F. Supp. 1540, 1546 (D. Del. 1985) (citations omitted). Courts also look to see “whether the party being precluded had a ‘full and fair opportunity’ to litigate the contested issue in the previous action.” *Biogen Int’l*, 487 F. Supp. 3d at 258. When there “are no disputes of fact associated with [the] invocation of collateral estoppel . . . summary judgment [is] an appropriate vehicle for deciding the issue.” *Hawk Inv. Holdings Ltd. v. Stream TV Networks, Inc.*, 2022 WL 17258460, at *14 (Del. Ch. Nov. 29, 2022). All of the elements of collateral estoppel have been met with respect to the issues regarding whether Qualcomm made use of unlicensed Nuvia technology and whether Nuvia breached the Nuvia ALA.

⁵ Arm repeats these defenses in its responses to Qualcomm’s interrogatories. *See* Ex. 14 at 9-10; Ex. 38 at at 45 (incorporating Arm’s response to Interrogatory No. 1).

⁶ For preclusion issues in diversity cases, federal common law looks to the law of the state in which the federal court sits. *Semtek Int’l Inc. v. Lockheed Martin Corp.*, 531 U.S. 497, 508 (2001). In any event, the requirements for issue preclusion under federal and Delaware law are largely the same. *See, e.g., Biogen Int’l GmbH v. Amneal Pharms. LLC*, 487 F. Supp. 3d 254, 258 (D. Del. 2020) (articulating similar test).

Same Issue To Be Concluded. “Identity of the issue is established by showing that the same general legal rules govern both cases and that the facts of both cases are indistinguishable as measured by those rules.” *Biogen Int’l GmbH*, 487 F. Supp. 3d at 263 (citation omitted). Qualcomm’s counterclaim in the Arm Action addressed the identical issue that Arm asserts in its defenses here—whether Qualcomm’s CPUs were licensed, i.e., whether its ALA covered Qualcomm CPUs that include designs acquired in the Nuvia acquisition. *Compare* D.I. 234 at 39, 43 *with* Ex. 41 at 1. Likewise, Arm’s claims in the Arm Action also directly addressed the issue of whether Nuvia had breached Section 15.1 of the Nuvia ALA. Ex. 46 at 16-18. Arm’s interrogatory responses effectively concede that these issues are identical, stating that the defenses are supported by “the reasons explained in” its JMOL briefs—reasons that have since been rejected by this Court. *E.g.* Ex. 14 at 9-10 (supporting Arm’s defenses by reference to Arm Action motions).

Actually Litigated. The Arm Action alleged breaches of Section 15.1(a) of Nuvia’s ALA by both Qualcomm and Nuvia. Ex. 46. Qualcomm counterclaimed, seeking in part a declaratory judgment that neither Qualcomm nor Nuvia breached the Nuvia ALA and TLA and that “[a]fter Qualcomm’s acquisition of NUVIA, Qualcomm’s architected cores (including all further developments, iterations, or instantiations of the technology acquired from NUVIA), Server SoC, and Compute SoC, are fully licensed under Qualcomm’s ALA and TLA for the full terms of those licenses.” Ex. 42 at 83-84.

At trial in December 2024, a Delaware jury found “Qualcomm CPUs that include designs acquired in the Nuvia acquisitions are licensed under the Qualcomm ALA” and Qualcomm had not “breached Section 15.1(a) of the Nuvia ALA.” Ex. 41 at 1; SUMF ¶ 3. The jury hung as to whether Nuvia breached Section 15.1(a) of the Nuvia ALA. Ex. 41 at 1. Post-trial, Arm moved

on all of the questions that were before the jury, arguing in part that Qualcomm’s license “is limited to CPU cores developed (1) under the licenses granted in that ALA, (2) by or for Qualcomm, and (3) based on Arm Technology that Arm delivered to Qualcomm.” Ex. 43 at 1; SUMF ¶ 4. In the alternative, Arm sought “a new trial on all issues.” *Id.* Nuvia sought judgment “on Arm’s claim against Nuvia for breach of Section 15.1(a) of the Nuvia ALA.” Ex. 44 at 1. In September 2025, the Court ruled, upholding the jury verdict that Qualcomm did not breach the Nuvia ALA and that Qualcomm’s products are licensed, and finding Nuvia did not breach the Nuvia ALA. The Court entered final judgment for Qualcomm.⁷ Ex. 45; SUMF ¶ 5.

Necessity. The issues raised in Arm’s defenses are issues the parties “actually deem[ed] important, and not [] incidental matters.” *Jean Alexander Cosmetics, Inc. v. L’Oreal USA, Inc.*, 458 F.3d 244, 250 (3d Cir. 2006) (quotation omitted); *Neoplan*, 604 F. Supp. at 1547. Resolution of whether Qualcomm’s ALA covered its custom CPUs designs was not only necessary to the decision, it was the entire basis for Qualcomm’s counterclaim. *E.g.*, Ex. 42 at 61. And Arm’s claim that “Nuvia breached Section 15.1(a) of the Nuvia ALA” (Ex. 41) was central to that case.

Fully Represented. Arm was fully represented in the prior action by the same counsel as in the present case, had a full and fair opportunity to litigate the issue, and did so vigorously across exhaustive discovery on the issues, a multi-day jury trial, post-trial briefs, and a post-trial hearing before the Court. Accordingly, Arm should be precluded from raising any defenses, or relying on

⁷ Arm’s notice of its intent to appeal the judgment in the Arm Action “does not diminish either the finality or binding effect of [the] trial court’s holding.” *Galderma Lab’ys Inc. v. Amneal Pharms, LLC*, 921 F. Supp. 2d 278, 281 (D. Del. 2012); Restatement (Second) of Judgments § 13 (1982) cmt. g. (“that the decision was subject to appeal or was in fact reviewed on appeal, are factors supporting the conclusion that the decision is final for the purpose of preclusion.”); *Thomas & Agnes Carvel Found. v. Carvel*, 2008 WL 4482703, at *5 n.51 (Del. Ch. Sept. 30, 2008) (“The Delaware courts regularly cite the Restatement (Second) of Judgments with approval.”).

[REDACTED]. Finally, there cannot be a genuine dispute of material fact that Arm's breaches of [REDACTED] of the TLA have harmed Qualcomm, as it has [REDACTED].

i. Arm [REDACTED]

Arm breached [REDACTED] of the TLA [REDACTED]

Ex. 2 at [REDACTED]. Qualcomm [REDACTED] Ex. 17; Ex.

20 at -462. This contract provision accordingly [REDACTED]

[REDACTED] Ex. 2 at [REDACTED].

The undisputable record evidence in this case establishes that Arm [REDACTED]

¹¹ [REDACTED] Ex. 2 at [REDACTED].

[REDACTED]. Each of these failures is grounds for summary judgment on the breach element of Qualcomm's claim for breach of [REDACTED] of the TLA.

[REDACTED]. *First*, the undisputed evidence established in discovery shows Arm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 2 at [REDACTED]. Arm does not dispute this reading: Will Abbey, Arm's Chief Commercial Officer who is responsible for ensuring Arm's [REDACTED], (Ex. 48 (Abbey) at 114:2-115:8), agreed that [REDACTED]

[REDACTED]

[REDACTED] (*id.* at 120:2-10 [REDACTED])

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]; 121:5-10 ([REDACTED])

[REDACTED]).

There is no genuine dispute of material fact that Arm [REDACTED]

[REDACTED]. Qualcomm deposed five

Arm witnesses (including corporate designees) who testified [REDACTED]

[REDACTED]:

- Senior Manager for N. Am. Licensing Akshay Bhatnagar, [REDACTED] (Ex. 27 (Youssef) at 62:9-63:1; Ex. 28 (Shivashankar) at 83:3-15);
- Senior Director for Commercial Strategy and Licensing Karthik Shivashankar, who [REDACTED] (Ex. 27 (Youssef) at 62:9-63:1; Ex. 29 (Bhatnagar) at 71:9-72:7; Ex. 48 (Abbey) at 114:25-115:8, 116:9-19);
- Vice President and Deputy General Counsel Ehab Youssef, Arm's Rule 30(b)(6) witness on [REDACTED] and overseer of commercial licensing for Arm's legal department (Ex. 27 (Youssef) at 20:24-21:7);
- Director and Partner Manager Jeff Fonseca, Arm's 30(b)(6) witness on Qualcomm's 2024 requests for [REDACTED] (Ex. 30 (Fonseca) at 17:4-23, 18:25-19:3); and
- Executive Vice President and Chief Commercial Officer Will Abbey, responsible for [REDACTED] (Ex. 48 (Abbey) at 72:3-7, 114:2-115:8).

These witnesses were asked [REDACTED]

[REDACTED]. Despite Arm [REDACTED]
[REDACTED]
[REDACTED]. See
Ex. 28 (Shivashankar) at 90:7-16; Ex. 29 (Bhatnagar) at 37:9-38:5; Ex. 30 (Fonseca) at 23:13-24:22; Ex. 27 (Youssef) at 71:8-72:9. Mr. Bhatnagar, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 29 (Bhatnagar) at 35:20-37:20, 42:2-6; Ex. 28 (Shivashankar) at 83:3-15 (describing Bhatnagar's role); Ex. 27 (Youssef) at 61:25-62:24 (same). He testified [REDACTED]
[REDACTED] Ex. 29 (Bhatnagar) at, e.g., 44:1-16, 72:2-7, 82:10-25.

Though other Arm witnesses suggested [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]. See Ex. 28 (Shivashankar) at 90:9-16; Ex. 30 (Fonseca) at 23:3-24 (Arm's 30(b)(6) witness [REDACTED]); Ex. 27 (Youssef) at 71:8-72:9.¹²

Arm's damages expert Thomas Britven—who conducted a group interview of Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef, and separately interviewed Mr. Fonseca—opines that Arm [REDACTED]

[REDACTED] Ex. 49 ¶¶ 78, 80; Ex. 47 (Britven) at 106:6-108:3 [REDACTED]

[REDACTED] The [REDACTED] are not listed in the Britven Report's footnotes or elsewhere. Ex. 49.).

Arm's efforts [REDACTED]

¹² Mr. Fonseca—a 30(b)(6) witness for Arm having spoken with Mr. Shivashankar the day prior—testified [REDACTED]

[REDACTED] Ex. 30 (Fonseca) at 22:8-24:22. He was not aware whether [REDACTED] *Id.*

[REDACTED] Mr. Abbey could not recall [REDACTED]

[REDACTED] Ex. 48 (Abbey) at 114:2-24, 118:17-25.

[REDACTED]

[REDACTED] Ex. 2 at [REDACTED] Mr. Shivashankar, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 28 (Shivashankar) at 67:12-20, 85:20-86:6, 87:25-88:7.¹³ Mr. Bhatnagar confirmed [REDACTED]

[REDACTED] Ex. 29 (Bhatnagar) at 42:24-43:25.¹⁴ At a minimum, based on the licenses Arm produced, that means [REDACTED]

[REDACTED]

[REDACTED]¹⁵ SUMF ¶¶ 23-24.

Arm produced *no documents* supporting the notion that it [REDACTED]

[REDACTED]

[REDACTED] There are no produced communications conducting or circulating any analysis; there are no chat messages that discuss, reference, document, or incorporate the analysis. There is no list of [REDACTED].

And Arm's production itself suggests Arm [REDACTED]

[REDACTED]: before the close of fact discovery, Arm produced only [REDACTED] agreements, Arm represented this production was complete, then after the close of fact discovery, identified [REDACTED]

¹³ Arm's 30(b)(6) witness, Mr. Fonseca, [REDACTED] Ex. 30 (Fonseca) at 55:9-16.

¹⁴ Mr. Britven testified [REDACTED] Ex. 47 (Britven) at 170:15-171:19.

¹⁵ These third parties are [REDACTED] Ex. 32 at Fig. 2; Ex. 33 at -990; Ex. 50 at -770; Ex. 51 at -383; Ex. 52 at -45; Ex. 53; Ex. 54 at -557; Ex. 55 at -606; Ex. 56 at -694; Ex. 57 at -311.

additional agreements. Arm [REDACTED] and presumably would have produced them during discovery, [REDACTED].

Mr. Bhatnagar identified [REDACTED]
[REDACTED]
[REDACTED] (Ex. 29 (Bhatnagar) at 44:17-45:24)—but Arm refused to produce it, even with redactions for any third-party data subject to a pending motion for a protective order.¹⁶ Ex. 59; Ex. 60.¹⁷ Arm’s refusal to produce the one document that purportedly [REDACTED]
[REDACTED]
[REDACTED]. Arm “cannot rely on unproduced files to defeat Plaintiff[s]’ motion for summary judgment and, at the same time, refuse to produce the documents in question.” *St. Louis Condominium Ass’n, Inc. v. Rockhill Ins. Co.*, 2019 WL 2013136, at *4 (S.D. Fla. Mar. 7, 2019); *see also Brigham & Women’s Hosp. Inc. v. Teva Pharms. USA, Inc.*, 707 F. Supp. 2d 463, 471 (D. Del. 2010) (privilege may not be used as a sword and a shield).

[REDACTED]. As another independent basis for Arm’s breach, the record confirms Arm [REDACTED]
[REDACTED]
[REDACTED]. Ex. 2 at [REDACTED]. Arm’s interrogatory response, absent support, [REDACTED]
[REDACTED]. Ex. 38 at 60-61. But Arm [REDACTED]
[REDACTED]. SUMF ¶ 24.

¹⁶ Arm also suggested that [REDACTED]
[REDACTED]. Ex. 58 at 2; Ex. 35 at 219:4-221:3.

¹⁷ Qualcomm has opposed all pending third-party motions for protective orders to prevent production of their license agreements and has moved to compel Arm’s production of documents relating to the October 2024 offer. *See* D.I. 359. Qualcomm’s motion to compel is pending.

Specifically, Arm's agreements [REDACTED]
[REDACTED]. Ex. 37 at -847; SUMF ¶ 21. But Arm [REDACTED]
[REDACTED]
[REDACTED]. Ex. 32 at Fig. 8;
Ex. 33 at -990; SUMF ¶ 24.¹⁸ Arm's "bare assertions" and "conclusory allegations" that [REDACTED]
[REDACTED] do not survive summary judgment in the face of contrary evidence.
Jutrowski, 940 F.3d at 288. Had Arm [REDACTED]
[REDACTED]
[REDACTED].

To the extent Arm contends [REDACTED]
[REDACTED]—a theory disclosed for the first (and only) time in the September
5 report of its expert, Britven—that cannot defeat summary judgment.¹⁹ Mr. Britven's report
asserts [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 49 ¶ 78. This theory is contrary to the TLA's
[REDACTED].

The TLA requires Arm [REDACTED]
[REDACTED]
[REDACTED] Ex. 2 at [REDACTED].

¹⁸ [REDACTED]
[REDACTED] See Ex. 2 at [REDACTED]
¹⁹ Qualcomm has moved to exclude this opinion of Mr. Britven's under the principles announced
in *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579 (1993), because it is unreliable. See
Plaintiffs' Opening Br. in Support of Their Motion to Exclude Certain of Arm's Expert Opinions
& Testimony at pp. 16-20.

[REDACTED]

[REDACTED]

[REDACTED]. Reading [REDACTED] so that “each clause help[s] to interpret the other”—as required under California law (Cal. Civ. Code § 1641)—confirms this understanding. The very next clause provides that, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Ex. 2 [REDACTED]. Arm’s apparent position that [REDACTED]

[REDACTED]

Courts routinely reject contract interpretations that lead to absurd results. *See, e.g., Eucasia Schs. Worldwide, Inc. v. DW August Co.*, 159 Cal. Rptr. 3d 621, 625 (Ct. App. 2013); *Cal. Nat’l Bank v. Woodbridge Plaza, LLC*, 78 Cal. Rptr. 3d 561, 566 (Ct. App. 2008).

Moreover, as Arm’s expert Mr. Britven acknowledged, [REDACTED]

[REDACTED]. Ex. 47 (Britven) at 194:4-195:8. [REDACTED]

[REDACTED] *Id.*; Ex. 49 ¶ 121. Arm nevertheless [REDACTED] absent any justification for its decision.

ii. Arm’s [REDACTED]

Arm also breached [REDACTED] of the TLA. There is no genuine dispute that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 2 at [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.*

Arm's [REDACTED] to Qualcomm for [REDACTED]

[REDACTED]

[REDACTED]. The entirety of [REDACTED]

[REDACTED]. Ex. 2 at [REDACTED] Arm accordingly does not deny that [REDACTED] Ex. 38 at 62-63. Nor is there any dispute that Arm [REDACTED]

[REDACTED]

[REDACTED]. *Id.* Nevertheless, Arm's [REDACTED] for [REDACTED]

[REDACTED]

[REDACTED] Ex. 24 at -948; SUMF ¶ 19. The terms of this offer thus [REDACTED].

iii. Qualcomm Has Been Harmed By Arm's Breaches of TLA [REDACTED].

There is ample evidence in the record that Arm's conduct has disrupted Qualcomm's business plans and caused it to expend time and effort to address that disruption. *See, e.g.*, Ex. 21 (Cochron) at 118:5-119:12 ([REDACTED])

[REDACTED]

[REDACTED]

[REDACTED]; 116:4-12 ([REDACTED])
[REDACTED]
[REDACTED]; Ex. 61. Though Arm acknowledges the testimony of Qualcomm's witnesses, Qualcomm understands that Arm seeks to create a factual dispute as to this evidence and accordingly does not depend on it for purposes of this motion. *See* Ex. 38 at 64.

It is, however, undisputable that the TLA provides that the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 2 at [REDACTED]²⁰ Providing Qualcomm establishes breach, this [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. Ex. 49 at Attachment 4.0; Ex. 47 (Britven) at 291:15-25; SUMF ¶ 26. Qualcomm has been harmed by Arm's [REDACTED] that Arm is not owed because of its breaches. Qualcomm should be [REDACTED]
[REDACTED] to Arm until [REDACTED].

C. Summary Judgement Should Be Granted On Arm's Unclean Hands Defense.

Arm's unclean hands defense fails as a matter of law. The unclean hands doctrine bars relief where a plaintiff "has acted unconscionably, in bad faith, or inequitably in the matter in

²⁰ [REDACTED]

[REDACTED] Ex. 2 at [REDACTED].

which the plaintiff seeks relief.” *Salas v. Sierra Chem. Co.*, 327 P.3d 797, 812 (Cal. 2014). But “[n]ot every wrongful act constitutes unclean hands.” *Jade Fashion & Co. v. Harkham Indus., Inc.*, 177 Cal. Rptr. 3d 184, 200 (Ct. App. 2014) (quotation omitted). Conduct—even if inequitable—does not support unclean hands unless it “relate[s] directly to the transaction concerning which the complaint is made, i.e. it must pertain to the very subject matter involved and affect the equitable relations between the litigants.” *Salas*, 327 P.3d at 812 (quotation omitted). The conduct must also “prejudicially affect the rights of the person against whom the relief is sought so that it would be inequitable to grant such relief.” *Jade*, 177 Cal. Rptr. 3d at 200 (quotation omitted).

Inducing Nuvia’s Breach. Arm bases its defense in part on “Qualcomm induc[ing] Nuvia to materially breach the Nuvia ALA by acquiring Nuvia without Arm’s consent to the assignment of the Nuvia ALA.”²¹ D.I. 234 at 43. Arm raised Nuvia’s alleged breach of the Nuvia ALA’s assignment provision in the Arm Action, including in closing arguments at trial. Ex. 46 at 6, 8, 12; Ex. 62 at 900:22-901:2. Notably, Arm did not seek relief on any such breach. Regardless, Arm had the opportunity to litigate this claim to final judgment, chose not to, and thus is precluded from raising this argument again based on the principles of res judicata. *Lucky Brand Dungarees, Inc. v. Marcel Fashions Grp., Inc.*, 590 U.S. 405, 412 (2020).

Moreover, Qualcomm’s claims in this case have no relation to Nuvia or its ALA. Instead, Qualcomm asserts claims based on Arm’s breach of the *Qualcomm* ALA and TLA, the implied covenant of good faith and fair dealing of both agreements, Arm’s violation of the California unfair competition law, and Arm’s tortious interference with Qualcomm’s business opportunities. Any

²¹ For the reasons stated above, Arm’s unclean hands defense with respect to the alleged use of unlicensed “Nuvia technology” or breach of the Nuvia ALA’s termination provision should be precluded based on collateral estoppel.

alleged conduct by Qualcomm “inducing Nuvia” to breach the Nuvia ALA does not “relate directly to the transaction concerning which the complaint is made.” *Salas*, 327 P.3d at 812.

March 2025 Bloomberg Article. Arm also asserts that “on March 25, 2025, Bloomberg published a story concerning Qualcomm’s nonpublic complaints of anticompetitive behavior at the European Commission, U.S. Federal Trade Commission, and Korea Fair Trade Commission.” D.I. 234 at 43-44; Ex. 38 at 30. Any alleged leak of information to Bloomberg for a story concerning regulatory investigations into Arm does not relate to any transaction at issue in the Second Amended Complaint. Qualcomm alleges Arm engaged in tortious interference and unfair competition by leaking information in Arm’s October 2024 Letter in violation of the [REDACTED] of the ALA during Qualcomm’s annual Snapdragon Summit in an effort to harm Qualcomm’s business relationships. D.I. 137 ¶¶ 192, 199, 206; Ex. 39. By contrast, Arm purports to assert an unclean hands defense based solely on speculation that Qualcomm leaked *unrelated* information about regulatory proceedings against Arm in other countries approximately five months later. Such conduct plainly does not “relate directly” to the same “transaction” at issue in this case. *Salas*, 327 P.3d at 812 (quotation omitted). Moreover, unlike Arm’s leak, which it concedes (Ex. 14 at 21), there is no evidence Qualcomm leaked information leading to the publication of the March 2025 Bloomberg Article. Qualcomm’s General Counsel testified Qualcomm did not provide information about the regulatory proceedings to Bloomberg. Ex. 63 (Chaplin) at 191:23-199:5. Qualcomm’s CEO similarly testified he was unaware of Qualcomm sharing any information with Bloomberg. Ex. 64 (Amon) at 201:1-202:2.

October 2024 Letter. Arm asserts an unclean hands defense based on Qualcomm’s “publish[ing] Arm’s October 2024 letter just days after Arm did.” D.I. 234. at 43-44. Arm appears to rely on Qualcomm’s disclosure in its November 2024 and February 2025 SEC filings and the

December 2024 First Amended Complaint. Ex. 38 at 24-25. These came only *after* Arm’s leak to Bloomberg. Qualcomm’s “disclosure” of already public information is not “unconscionabl[e], in bad faith, or inequitabl[e]” as required to support an unclean hands defense. *Salas*, 327 P.3d at 812; *see also Bank of Am., N.A. v. Roberts*, 159 Cal. Rptr. 3d 345, 356 (Ct. App. 2013).

No Prejudice. Moreover, Arm’s unclean hands defense fails for another reason: Arm has not shown prejudice. It is well established that the party seeking to establish unclean hands must show the misconduct “prejudicially affect[ed] the rights of the person against whom the relief is sought.” *Jade*, 177 Cal. Rptr. 3d at 200; Ex. 65 at 19 (Arm arguing unclean hands requires prejudice). Arm’s response to Qualcomm’s Interrogatory No. 12, asking Arm to describe the “complete factual and legal bases” for its defenses, is devoid of any prejudice tied to unclean hands. Ex. 39. Arm’s failure to present any evidence of prejudice for the conduct it relies on is an independent basis for the Court to rule in favor of Qualcomm on Arm’s unclean hands defense. *See Jade*, 177 Cal. Rptr. 3d at 200 (affirming denial of unclean hands defense for lack of prejudice).

VII. CONCLUSION

For the foregoing reasons, Qualcomm’s motion for partial summary judgment should be granted.

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October 24, 2025

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on October 24, 2025, upon the following in the manner indicated:

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